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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10
11) Case No: BS 170257
12 THE SKID ROW NEIGHBORHOOD COUNCIL)
13 FORMATION COMMITTEE, et., al.) Assigned for all purposes to Judge
14) Mitchell L. Beckloff, Department 86
15)
16) MOTION TO COMPEL PRODUCTION
17) OF DOCUMENTS AND/OR FOR
18) ALTERNATE REMEDIES DUE TO
19) DEFENDANTS FAILURE TO PRESERVE
20) EVIDENCE
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Plaintiff,
vs.
CITY OF LOS ANGELES, THE DEPARTMENT
OF NEIGHBORHOOD EMPOWERMENT, THE
CITY COUNCIL OF LOS ANGELES,
DOWNTOWN LOS ANGELES
NEIGHBORHOOD COUNCIL, GRAYCE LIU
AND DOES I through 50,
Defendants.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:
PLEASE TAKE NOTICE that on 7/12/17 at 9:30 am or as soon thereafter as counsel
may be heard in Department 86, of the above entitled court, located at 111 North Hill Street, Los
Angeles, California, Petitioners will and hereby do bring this motion to compel production of

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DUE TO DEFENDANTS FAILURE TO PRESERVE EVIDENCE.

1 documents and/or for alternate remedies as the court deems just and proper under the
2 circumstances for reason that the Defendants, and each of them, failed to preserve evidence.

3 4 I 5 INTRODUCTION

6 The primary underlying issue in this case is whether an area historically known as "Skid Row",
7 which over time has been divided into two neighborhood councils- Downtown Los Angeles
8 Neighborhood Council (DLANC) and Historic Cultural Neighborhood Council (HCNC) since the
9 inception of the Neighborhood Council system in 2001, and as a result of the 1999 City Charter
10 voter-approved ballot measure, should be reunified in the form of creating a new "Skid Row
11 Neighborhood Council" in order to better facilitate City services to this long-marginalized
12 community.

13 Petitioners contend that the law favors this creation function. The "Skid Row" district is a
14 historic Los Angeles neighborhood over 100 years old whose boundaries were most recently
15 confirmed and defined by the United States Court of Appeals for the Ninth Circuit, in Jones v. City
16 of Los Angeles, 444 F. 3rd 1118 (2006) as the area east of Main Street, South of Third Street, West
17 of Alameda Street, and North of 7th Street.

18 A publicly funded election was held pursuant to Los Angeles City Ordinance 184526 (Exhibit
19 "A") on April 6, 2017 in order to determine if the Skid Row Neighborhood Council would be
20 formed. The Petitioners were told their "side" (Skid Row Neighborhood Council-Formation
21 Committee or "SRNC-FC") lost the election by 60 votes, with 766 people voting for the new
22 council formation and 826 voting against it. Petitioners dispute these results since the Department
23 of Neighborhood Empowerment, who was tasked with administering the election, has been unable
24 to provide a coherent list of voters matching this tally, and the "on-line" votes cannot be verified
25 without the documents for which a court order is sought herein¹.

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28 ¹ Interestingly, the only votes that can be verified as of the filing of this motion are the paper ballots cast on the actual day of the election and at the only location authorized by Ordinance 184526 the results being 183 "yes" votes to 19 "no" votes.

1 In addition, to the issues of unverified "on-line" votes, Petitioners dispute the methodology used
2 by the Defendants to organize and execute the election, and it is primarily these issues that are in
3 dispute in this case.

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6 **II**
7 **"PRESUMABLY" UNDISPUTED FACTS**
(See Declaration of Attorney Grant Beuchel)

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1. The City of Los Angeles entered into a written contract with "Everyone Counts, Inc." to perform, among other things, an "electronic online" election count to determine-if a portion within the current boundaries of the DLANC and a much smaller portion within the HCNC, should be relinquished to form a new "Skid Row Neighborhood Council".
 2. The Everyone Counts Inc., contract ran from June 23, 2015 through June 23, 2018. A copy of this contract (without Exhibits) is attached hereto as Exhibit "B", the contents of which are incorporated herein by this reference.
 3. A publicly funded election was held pursuant to Los Angeles City Ordinance No. 184526 (Exhibit "A") on April 6, 2017 in order to determine if a new Skid Row Neighborhood Council could be formed. The election was certified May 19, 2017. Petitioners did challenge the election results within a timely manner, which ultimately resulted in this case being filed.
 4. Defendants contend that before, during and after the election they did not have actual possession of any records which would substantiate the number of "yes" vs. "no" votes, or even a list of all voters who successfully cast a ballot because all of those records were in the possession of Everyone Counts Inc. Petitioners have no way of verifying if this is true or false.
 5. The parties agree that the results of the paper ballots was 183 "yes" votes to 19 "no" votes.

- 1 6. Defendants contend that the total votes for the April 6, 2017 election (including paper
2 ballots and all other votes) was 766 "Yes" and 826 "No". Petitioners contend that this final
3 tally is not correct for a multitude of reasons.
- 4 7. On April 10, 2017 Petitioners filed three (3) election challenges (See Exhibit "G") and all 3
5 challenges were sustained by the "Election Challenge Review Panel" during a May 3, 2017
6 hearing.
- 7 8. Pursuant to the terms of the contract with Everyone Counts Inc., (Exhibit "B") the City
8 became the "owner" of those records once the contract with Everyone Counts, Inc.,
9 "terminated".
- 10 9. The contract terminated on or about June, 2018 but the City of Los Angeles claims they
11 never took actual possession of the "Everyone Counts Inc." documents (hereinafter ECD's).
12 Defendants contend those documents are still in the possession of Everyone Counts Inc.
- 13 10. Petitioners did make demand upon Defendants to preserve evidence by way of a written
14 demand dated August 18, 2017 attached hereto as Exhibit "C", the contents of which are
15 incorporated herein by this reference.
- 16 11. Petitioners made a valid request for the production of the ECD's to the City of Los Angeles.
17 The City timely responded stating that they did not have actual possession of the documents
18 (See Exhibit "E") and Petitioners demanded further responses. (Exhibit "F")
- 19 12. Defendants then reiterated that they did not have any further documentation and the parties
20 agreed, in the spirit of cooperation, that Petitioners would subpoena the documents from
21 Everyone Counts Inc., and Defendants would not object to the same.
- 22 13. Petitioner's then did serve a subpoena on Everyone Counts, Inc., demanding production of
23 the ECD's but Everyone Counts, Inc., has not responded to the subpoena in a timely
24 manner, and continues to not respond to the subpoena.
- 25 14. Petitioners, based on information and belief, contend that Everyone Counts, Inc. may be
26 defunct although the corporation is still listed as "active" with the Secretary of State.
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1 15. The parties do agree, based on information and belief, that Everyone Counts, Inc., may have
2 been merged into another corporation named "Votem Inc." on or about October of 2018,
3 and that Everyone Counts Inc., may not have any active employees.

4 16. Votem Inc., is located in the State of Ohio.

5 17. The City of Los Angeles claims that it has attempted to contact Everyone Counts, Inc.,
6 directly to obtain the needed documents but as of the filing of this motion has been unable to
7 obtain the requested records.

8 18. Petitioners contend that these records are crucial to prove that the Department of
9 Neighborhood Empowerment (hereinafter "DONE") acted without, or in excess of, its
10 jurisdictional and statutory authority created by law, and that the failure to obtain these
11 records would result in extreme prejudice against Petitioners.

12 19. The parties agree that the Petitioners are entitled to documents showing (a) who voted; (b)
13 the date and time they voted; (c) the location where they voted (but not how they voted);
14 and (d) how the final tally of votes (yes vs. no) were calculated.

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16 **III**
17 **PETITIONERS MADE A VALID DEMAND FOR PRODUCTION**
18 **OF DOCUMENTS WITH DEFENDANTS RESPONDING THAT**
19 **THEY DID NOT HAVE POSSESSION OF THE SAME**

20 In approximately October of 2018, Petitioners did make a demand for production of a list of all
21 persons who successfully cast a vote in the 2017 Skid Row election along with their name, email
22 address, street address and/or other identifying information. The Defendants timely responded in
23 November, 2018 stating that they did not have possession of requested documents. (See Exhibit
24 "E" item #8). As is stated in the declaration of Grant Beuchel accompanying this motion, attorney
25 Grant Beuchel spoke with attorney Patricia Ursea and it was agreed that Petitioners would
26 subpoena the "Everyone Counts Inc." records and that the Defendants would not object to the
27 subpoena. Although the subpoena was served, Everyone Counts., Inc. did not respond and is
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1 believed to be a defunct corporation despite the fact that it is still listed as "Active" with the
2 Secretary of State.

3 In December, 2018 Petitioners made demand for "further responses" but the city has not
4 provided the requested documents, and continue to claim they are not in possession of the same.
5 (See Exhibit "F")

6 Thus, Petitioners have done everything that could possibly be expected of them to obtain the
7 documents without the need for this motion, and the Defendants did not preserve the documents
8 despite the fact that Petitioners made a written demand for the same on August 18, 2017. (See
9 Exhibit "C")

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11 **IV**
12 **THE CITY OF LOS ANGELES HAD A DUTY TO PRESERVE**
13 **ALL EVIDENCE THAT MIGHT PLAY A SIGNIFICANT ROLE**
14 **IN THIS LITIGATION INCLUDING THE "EVERYONE**
15 **COUNTS" DOCUMENTS**

16 On August 18, 2017 Petitioners, through their attorney of record, made written demand upon
17 the City of Los Angeles to "Preserve Evidence Pending Federal and State Civil Litigation
18 Concerning the Skid Row Neighborhood Council Election". (See Exhibit C, Page 1) Petitioners
19 written demand to preserve evidence specifically stated:

20 You must diligently act to identify and preserve all potentially
21 relevant sources of information. This includes the duty to identify
22 to instruct Everyone Counts., Inc. to preserve all evidence. Your
23 duty further includes the duty to instruct key personnel.....like
24 those in charge of DONE.....to prevent the destruction or
25 alteration of relevant evidence. (Emphasis Added)

26 Once the City became aware that the election results were in issue, which actually did occur 4
27 days after the election on April 10, 2017 when Petitioners filed three (3) official election
28 challenges² (See Exhibit "G") the City became duty-bound to preserve evidence that "might be

² Notwithstanding Petitioners written demand to preserve evidence dated August 18, 2017 – See Exhibit "C"
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1 expected to play a significant role” in this case (See People vs. Lucas, 60 Cal.4th 153, 333 P.3d
2 587 (2014)) and certainly had an affirmative duty to protect from loss or destruction the ECD’s.

3 The City’s intentional or negligent failure to obtain, protect and preserve the ECD’s is the
4 essence of their wrongdoing; constitutes a tortious interference with a prospective civil action by
5 spoliation of evidence; and forms the basis for Petitioners request for a formidable remedy.

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7 **V**
8 **THE CITY APPEARS TO HAVE FAILED TO PRESERVE**
9 **EVIDENCE FOR PROSPECTIVE CIVIL LITIGATION**
10 **RESULTING IN EXTREME PREJUDICE TO PETITIONERS**

11 Petitioners argue that the failure of the City of Los Angeles to take actual possession of the
12 ECD’s once the contract terminated on or about June, 2018 constitutes a spoliation of evidence
13 which was recognized by the Supreme Court as a potential tort in Smith v. Superior Court, 151 CA
14 3rd. 491 (1984)

15 Additionally, Petitioners demanded in writing by letter dated August 18, 2017 (Exhibit “C”) that
16 the Defendants preserve evidence and specifically identified the Everyone Counts Inc., documents.

17 As the court stated in Smith, in pertinent part:

18 “The civil action for a tort..... is commenced and
19 maintained by the injured person himself, and its purpose is to
20 compensate him for the damage he has suffered, at the
21 expense of the wrongdoer.....”

22 Thus, it would appear that the appropriate remedy in this case must compensate Petitioners, and
23 if necessary, at the expense of the City due to their wrongdoings, to wit, their failures to preserve
24 evidence.

25 There are already numerous non-tort remedies for litigation-related misconduct that seek to
26 punish and deter either the intentional or negligent spoliation of evidence, chief among these is the
27 inference that Evidence Code Section 413³ allows; Sanctions pursuant to CCP Section 2023.010;

28 ³ **413. Failure to explain or deny evidence** - In determining what inferences to draw from the evidence or facts in the
case against a party, the trier of fact may consider, among other things, the party's failure to explain or to deny by his
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1 and finally criminal penalties are sometimes available, but Petitioners contend that none of these
2 remedies are appropriate in this case and would not serve to compensate them.

3 Petitioners recognize the logic of the court in Cedars-Sinai Med. Center v. Superior Court 18
4 Cal.4th 1, 11-13 (1998), concluding recognition of tort action for spoliation of evidence was not
5 warranted in part because of the availability of adequate alternative remedies, but in the present
6 situation Petitioners suggest that there are no alternative remedies in the classic sense. The
7 documents supporting the vote tally are one of the primary issues in any case involving a disputed
8 election – it's simply key evidence – the case can't survive without it.

9 Petitioners also recognize the logic of the court in Lueter v. State of California, 94 Cal.App.4th
10 at pp. 1299-1300 holding that with respect to a public entity, it is not enough to find that the public
11 entity had some sort of legal duty, but instead it must have the specific duty to preserve evidence
12 and that is what should be addressed. As stated above, the City of Los Angeles was duty-bound to
13 obtain, preserve and protect the ECD's as early as August 18, 2017 when a written demand was
14 made upon them by Petitioners. (See Exhibit "C")

15 Tort remedies generally involve monetary compensations and/or the suppression of evidence,
16 neither of which are appropriate remedies in this case. The City of Los Angeles cannot
17 substantiate their final 'online' vote tally without producing the ECD's they, apparently, are unable
18 to produce and therefore the only undisputed and verifiable proof of outcome for the 2017 Skid
19 Row Subdivision election is the paper ballot tally which was 183 "yes" votes to 19 "no" votes.

20 Further, Petitioners' efforts in contesting the election results (See Exhibit "G") led DONE to
21 convening an "Election Challenge Review Panel" which did occur, and which heard several other
22 challenges related to this election during a May 3, 2017 hearing. This panel was made up of three
23 (3) Neighborhood Council board members, all chosen by DONE, from separate, and neutral,
24 neighborhood councils. This panel recommended that:

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27 testimony such evidence or facts in the case against him, or his willful suppression of evidence relating thereto, if such
28 be the case.

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1 “...there shall be an independent investigation to determine if any laws were broken and
2 how many votes were affected; if the number of votes is greater than the vote difference in
3 the election, then the election result shall be overturned...” (Emphasis Added)

4 DONE failed to honor the hearing panel’s recommendations, which included initiating an
5 investigation, and that failure to investigate is one of the issues in this case. Instead DONE simply
6 certified the election - as is.

7 Also, both the City of Los Angeles and DONE failed to preserve the evidence needed to
8 perform such an investigation, so Petitioners suggest that an alternative remedy is needed, and the
9 law of equity demands it.

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11 **VI**
12 **THE LAW FAVORS THE CREATION OF NEIGHBORHOOD**
13 **COUNCILS THAT ARE MORE ACCOUNTABLE TO THE AREA**
14 **GROUPS AND STAKEHOLDERS IT SERVES**

15 Section 22.810.1 of the Los Angeles Administrative Code creates a duty on the part of DONE to:

16 “Assist all groups and stakeholders seeking certification
17 so they will have an equal opportunity to form and
develop Neighborhood Councils.”

18 Article IX of the Los Angeles City Charter Section 900 “Purpose” also states in pertinent part:

19
20 “To promote more citizen participation in government and
21 make government more responsive to local needs, a city
22 wide system of neighborhood councils, and a Department
23 of Neighborhood Empowerment is created. Neighborhood
councils shall include representatives of the many diverse
interests in communities and *shall* have an advisory role on
issues of concern to the neighborhood. (Emphasis Added)

24 DONE is not a legal entity in and of itself, but rather an administrative agency—a subset of the
25 City of Los Angeles. Thus, the duties created are upon the City of Los Angeles. It is important to
26 note that a Neighborhood Council regardless of whether it is a Skid Row Neighborhood Council or
27 any other Neighborhood Council such as DLANC, has only advisory roles and no other authority,
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**MOTION TO COMPEL PRODUCTION OF DOCUMENTS AND/OR FOR ALTERNATIVE REMEDIES
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1 so there is no valid reason to prevent the relinquishing of the Skid Row area⁴ (See Exhibit "D") for
2 its own Neighborhood Council from the DLANC and the HCNC since that area has specific needs
3 that are not addressed by these larger Neighborhood Councils.

4 For all of the reasons set forth above, the law favors the creation of a new Skid Row
5 Neighborhood Council which would be more accountable and responsive to the Skid Row area.

6 7 8 VII

9 CONCLUSION AND DEMAND FOR REMEDIES

10 Specifically, Petitioners ask the court to order the City of Los Angeles to produce the
11 documents requested within thirty (30) days, and if they are unable to do so, craft an order with one
12 or more of the following suggested remedies:

- 13 1) The City of Los Angeles is estopped from submitting the final vote tally into evidence, and
14 the burden of proof to prove that the SRNC-FC lost the election is upon the City of Los
15 Angeles;
- 16 2) Unless the City of Los Angeles can prove otherwise, without valid proof of online voting
17 tabulations, the only verified vote tally is the paper ballot count- 183 "yes" votes and 19
18 "no" votes - and this should thereby be ruled as the official final vote count, thus ordering
19 DONE to certify the Skid Row Neighborhood Council election based on this vote tally as
20 final.
- 21 3) DONE be ordered to show specifically how the final tally was calculated, with documented
22 and reliable evidence; and more specifically who voted, the date of the vote and the voting
23 location - - the key being reliable evidence;
- 24 4) Order DONE to certify the election in favor of the SRNC-FC or show good cause as to why
25 it should not do so;
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28 ⁴ The "Skid Row" district which is a historical neighborhood over 100 years old was defined by United States Court of Appeals for the Ninth Circuit, 444 F.3d 1118 (2006) as the area east of Main Street, South of Third Street, West of Alameda Street, and North of 7th Street.

- 1 5) Order DONE to sustain each of the three (3) election challenges filed by the SRNC-FC
2 (See Exhibit "G") which were previously sustained by the official ruling of the "Election
3 Challenge Review Panel", but overturned by DONE without initiating any investigation,
4 despite the hearing panel's recommendations to do-so;
5 6) Any further relief this court deems just under the circumstances.

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7 Respectfully Submitted by:

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10 GRANT BEUCHEL, Attorney for Petitioners

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1 The requested documents are crucial to this case because Petitioners are contending that "on-
2 line" votes were illegal and those results should be negated in the final tally. Also, the ordinance
3 allowing for the Skid Row election only permits votes to be cast on "election day" in a single
4 location which was selected when the election was certified to occur.

5 In reality, DONE allowed votes to be cast before election day using "on-line" devices and "pop-
6 up" polls located outside the new subdivision boundaries which Petitioners contend the ordinance
7 also did not allow.

8 Petitioners will ultimately be asking this court, among other things, to negate votes cast (a)
9 before election day; (b) cast in any location not authorized by the ordinance; (c) cast outside the
10 proposed subdivision boundaries in violation of the ordinance; and (d) cast at "pop-up" polls not
11 allowed by the ordinance.

12 Without the requested documents Petitioners will have no way of knowing who voted (a) before
13 the assigned election day; (b) at an unauthorized voting location; and (c) by means of an "on-line"
14 device.

15 Before filing this motion I did meet and confer with Patricia Ursea on or about March 1, 2019
16 and we discussed a few things regarding this case including her promise to have her clients contact
17 Everyone Counts Inc., to see if they could persuade that entity to respond to the subpoena, and
18 Petitioners stating that in the event they could not obtain the same that Petitioners would bring a
19 motion to compel.

20 The parties followed up the meeting with confirming emails. Ms. Ursea stated on March 1,
21 2019:

22 **Grant,**

23 **Thank you for meeting with me today. This is to confirm that we agreed**
24 **upon the following:**

25 **1. I, or someone at the City, will reach out to Everyone Counts to**
26 **authorize the release of documents that reflect the number of persons**
27 **who voted Yes vs. No at any particular location. I understand that Grayce**
28 **is out of the office until middle of next week. I am aiming to contact**
Everyone Counts by the end of next week or beginning of the following
week.

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1 **2. I will provide you with a certification of the Admin Record as soon as**
2 **possible. Again, I am waiting for Grayce to return; I should be able to get**
3 **that to you by end of next week or beginning of the following week.**

4 **3. You have agreed to provide me with a list of the types of documents**
5 **that you believe exist and are responsive to Petitioner's requests but have**
6 **not yet been produced by the City. I will consult with DONE and, subject**
7 **to the objections the City made in response to Petitioner's document**
8 **demand, either produce responsive non-privileged documents or obtain**
9 **a declaration from my client that no such documents exist.**

10 **4. At this time, the parties are not scheduling any depositions. You will**
11 **get back to me regarding which, if any, depositions you intend to pursue.**

12 **Please let me know if any of the above does not comport with your**
13 **understanding of our discussion. Thank you.**

14 **Patricia**

15 I responded the same day stating:

16 **Yes, all of that is correct. Also, I stated that in the event**
17 **your clients could not produce the information/statistics**
18 **supporting the ultimate conclusion of yes/no votes, that**
19 **on behalf of Petitioners, I would be filing a motion to**
20 **estop the city/DONE/DLANC from presenting evidence**
21 **showing that Petitioners had lost the election or other**
22 **relief along those same lines. Also, I would like to thank**
23 **you for taking the time to discuss things with me today.**
24 **My clients and I truly appreciate the courtesy.**

25 **Grant**

26 Although not in the emails, when I spoke with Ms. Ursea in person on March 1, 2019, I did tell
27 her I wanted to make "Undisputed Facts" to make life easier for the both of us and she, as it
28 appeared to me, nodded her head in approval when I told her she would, of course, have an
29 opportunity to see them in advance and agree or disagree as she deemed appropriate.

30 On March 11, 2019 I did email to Ms. Ursea a "draft" version of this motion and asked her to
31 specifically take a look at the "undisputed facts" and the "remedies" and advise. The "undisputed
32 facts" in the draft motion were essentially the same as the "undisputed facts" in this filed motion
33 with the exception of a couple of minor differences.

34 **MOTION TO COMPEL PRODUCTION OF DOCUMENTS AND/OR FOR ALTERNATIVE REMEDIES**
35 **DUE TO DEFENDANTS FAILURE TO PRESERVE EVIDENCE.**

1 Ms. Ursea responded the next day, March 12, 2019 stating:

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3 **Grant,**

4 **Thank you for sharing this draft with me. Although I do not agree**
5 **that voting information is relevant to Petitioner's writ, in the spirit**
6 **of cooperation, I agreed at our March 1 meeting that I would work**
7 **with DONE to determine whether documents reflecting such**
8 **information exist in the possession of Everyone Counts. As I stated**
9 **in my last email, Grayce was out of the office much of last week.**
10 **Thus, we have had only two business days to work on this. I**
11 **understand that you feel an urgency to file the motion to compel**
12 **because of your travel plans but filing a motion now would be**
13 **premature. The City has not taken the position that Everyone**
14 **Counts does not have this information, or that the City will not**
15 **authorize Everyone Counts to release any such information, if it**
16 **exists. As you know, Everyone Counts has apparently merged into a**
17 **different company so we are working on tracking down the right**
18 **individuals to make sure we get correct information. This takes**
19 **time.**

20 **I am in deposition all this week and out of the office next Monday.**
21 **Nevertheless, I know DONE is working on this and I am hopeful I**
22 **can get back to you with additional information by the end of the**
23 **week. Regardless, I believe a motion to compel is unnecessary and,**
24 **particularly given that we do not even have a trial date set yet,**
25 **certainly not warranted at this juncture.**

26 **Patricia**

27 I then responded to Ms. Ursea on March 12, 2019 stating:

28 **The motion wont be heard until after our April 19, 2019**
29 **appearance date. Really all I need to know is if you**
30 **disagree with any of the "undisputed facts". If the city**
31 **comes up with the records then I will take the motion off**
32 **calendar. No harm no foul.**

33 **Grant**

34 I swear under penalty of perjury that the above is true and correct. Executed on March 18, 2019
35 2019 in Los Angeles, California.

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38 GRANT BEUCHEL, Attorney for Petitioners

1 Grant Butcher Esq. [113327]
2 Attorney at Law
3 420 S. San Pedro Street #311
4 Los Angeles, CA 90013
5 (661) 428-7365

6 Attorneys for Petitioners

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES

9 THE SKID ROW NEIGHBORHOOD
10 COUNCIL FORMATION COMMITTEE, an
11 unincorporated association, on behalf of itself
12 and all similarly situated Neighborhood
13 Councils; JEFF PAGE, individually and in
14 official capacity as Chair of the SRNC-FC;
15 KATHERINE MCNENNY, individually and in
16 her official capacity as member of the SRNC-
17 FC; and DOES 1 through 3, as individuals and in
18 their official capacities as members of the Skid
19 Row Neighborhood Council Formation
20 Committee.

21 Petitioners.

22 vs.

23 CITY OF LOS ANGELES, a municipal entity;
24 THE DEPARTMENT OF NEIGHBORHOOD
25 EMPOWERMENT, an administrative agency;
26 THE CITY COUNCIL OF LOS ANGELES, an
27 legislative body; GRAYCE LIU, in her official
28 capacity as Chair of the Department of
29 Neighborhood Empowerment; and DOES 4
30 through 50, inclusive.

31 Respondents.

32 DOWNTOWN LOS ANGELES
33 NEIGHBORHOOD COUNCIL, a
34 entity.

35 COMES NOW PETITIONERS, and demands from respondents the following production
36 of documents pursuant to Code of Civil Procedure Section 2031 as follows:
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1. Records related to promulgation of regulations relating to Pop-Up Polls, homeless voters, and online voting
2. All emails from Mike Fong's personal email mike@fong@gmail.com between Jan 11th, 2017 and May 25th, 2017 concerning Skid Row, the election, Unite DTLA, DTLA United, Estela Lopez, Rocky Delgadillo, Liner, Subdivision, General Jeff or Patti Berman. (See Attachment 1)
3. All text messages between Mike Fong and Liner between Jan 11th, 2017 and May 25th, 2017. (See attachment 2)
4. All emails between Mike Fong's personal email mike@fong@gmail.com and Estela Lopez's business email, EstelaLopez@uniteatpeast.org between Jan. 11th, 2017 and May 25th, 2017
5. All emails between Mike Fong's personal email mike@fong@gmail.com and Estela Lopez's personal email, estela11@gmail.com between Jan. 11th, 2017 and May 25th, 2017.
6. A list (in Excel) of all voters who were on the pre-verified voter database lists for the 2017 Skid Row Subdivision election, who were *mailed* their pin numbers.
7. A list (in Excel) of all voters who were on the pre-verified voter database lists for the 2017 Skid Row Subdivision election, who were called on the phone by a DONE employee sometime in 2017.
8. A list (in Excel) of all people who successfully cast a vote in the 2017 Skid Row Subdivision election. List should also include their name, email address, street address and/or any other identifying information that DONE has about each voter, including the date the vote was cast.
9. A list (in Excel) of all voters who were on the pre-verified voter database lists for the 2017 Skid Row Subdivision election whose email addresses and/or phone numbers were altered in any way by a DONE employee sometime in 2017.
10. A list (in Excel) of all voters who were removed from pre-verified database lists for the 2017 Skid Row Subdivision election by a DONE employee sometime in 2017.
11. A list (in Excel) of all voters on pre-verified database lists whose email initially bounced (from Everyone Counts) for the 2017 Skid Row Subdivision election.
12. A list (in Excel) of all Department of Neighborhood Empowerment employees that voted in the 2017 Skid Row Subdivision election. (See attachment 3)
13. A list (in Excel) of all City of Los Angeles employees that voted in the 2017 Skid Row Subdivision election
14. A list (in Excel) of all 382 voters that completed online registration for the 2017 Skid Row Subdivision election. List should also include their name, email address, street address and/or any other identifying information about each voter that DONE has, including voter's registration date. (See attachment 4, under "Documentation")
15. A list (in Excel) of all 316 voters who *could not* complete online registration for the

2017 Skid Row Subdivision election. List should include their name, email address, street address and/or any other identifying information about each voter that DONE has, including the date they first attempted to register

16. All evidence showing the reasons why each of the 316 voters could not complete online registration for the 2017 Skid Row Subdivision election.

17. All evidence in DONE's possession about the voter referred to as "Mr. duplicate" in the email sent April 14th, 2017 from Dani Charleston of Everyone Counts to Stephen Tux of DONE, CC [redacted] (See Attachment 5)

18. All evidence of registration by the voter known as "Mr. duplicate" for the 2017 Skid Row Subdivision election.

19. All evidence of votes cast by the voter known as "Mr. duplicate" for the 2017 Skid Row Subdivision election.

20. All evidence about the voter known as "Mr. duplicate" for any and all of the 2016 neighborhood council elections.

Executed in Los Angeles, California on October 23, 2018

GRANT BEUCHEL
Attorney for Petitioners

1 **PROOF OF SERVICE**

2 I am employed in the county of Los Angeles, State of California. I am over the age of 18
3 and not a party to the action herein. My business address is 420 S. San Pedro Street #311, Los
4 Angeles, CA 90013.

5 On October 23rd, 2018 I served the foregoing documents described as:

6 **PETITIONERS DEMAND FOR PRODUCTION OF DOCUMENT (SET #1)**

7 Patricia Ursea
8 Deputy City Attorney, City of Los Angeles
9 Business & Complex Litigation
10 City Hall East
11 200 N. Main Street, 6th Floor
12 Los Angeles, California 90012

13 ☒ BY U.S. MAIL (C.C.P. § 1013(a)) -- I placed a true copy of the documents in a sealed
14 envelope and deposited it with the United States Postal Service with postage prepaid on
15 the above date, addressed as noted above:
16 in Los Angeles, California.

17 I declare under penalty of perjury that the foregoing is true and correct on October 23, 2018.

18 
19 GRANT BEUCHEL
20 Attorney for Petitioner
21
22
23
24
25
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27
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F

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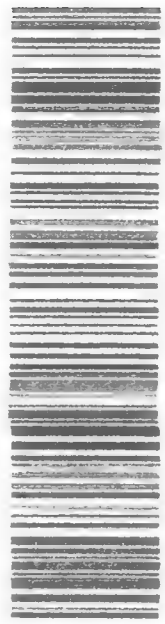
0042

SHIP TO:

Patricia L. S. a
Deputy City Attorney
City of Los Angeles Business & Complex I
200 N. Main Street Ste 1240
Los Angeles, CA 90012-4134



USPS TRACKING #



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F	Petitioners Demand for Further Responses to Discovery
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EXHIBIT “A”

ORDINANCE NO. _____

An ordinance adding Section 22.819 to the Los Angeles Administrative Code establishing a procedure for stakeholders to create a certified Neighborhood Council within the boundaries of one or more existing certified Neighborhood Councils

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. A new Section 22.819 is added to Article 3 of Chapter 28 of the Los Angeles Administrative Code to read as follows:

Sec. 22.819. Neighborhood Council Subdivision

(a) **Subdivision Petition.** A stakeholder within an existing certified Neighborhood Council who desires forming a separate certified Neighborhood Council within the boundaries of one or more existing certified Neighborhood Councils shall submit a subdivision petition to the Department of Neighborhood Empowerment (Department) on a form approved by the Department. The subdivision petition shall identify five stakeholders who are authorized to receive notice and make decisions regarding the subdivision petition, including any bylaw changes. The Department shall review the subdivision petition to determine if the subdivision petition complies with the components of a Certification Application stated in Article III, Section 2 of the Plan for a Citywide System of Neighborhood Councils (Plan), except that the subdivision petition may propose boundaries that are within one or more existing certified Neighborhood Councils.

(b) **Election Approving a Subdivision.** The Department shall conduct an election within the boundaries stated in the subdivision petition within 90 days of the Department's approval of the subdivision petition. A stakeholder is eligible to vote in the election if the person is a stakeholder in the proposed area for subdivision or in any of the Neighborhood Councils that are proposed for subdivision. A majority of the voters from the entire Neighborhood Council or Neighborhood Councils being subdivided must approve the subdivision in order to create the new Neighborhood Council.

(c) **Bylaws for the Existing Neighborhood Council.** If a majority of the stakeholders at the election approve the subdivision, then the existing certified Neighborhood Council or Neighborhood Councils being subdivided shall amend their bylaws within 30 days of the election to reflect changes to the boundaries and, if applicable, the board structure. If the existing certified Neighborhood Council or Neighborhood Councils fail to provide amended bylaws within 30 days of the election, then the Department is authorized to amend the bylaws to reflect any changes to the boundaries or board structure. The Department shall forward the bylaws for any

of Neighborhood Commissioners (Commission) for approval of the bylaws

(d) **Approval of Bylaws by the Commission.** The Commission is authorized to review the bylaws for any Neighborhood Council being subdivided and the bylaws in the subdivision petition. The Commission is authorized to make any amendments to the bylaws to satisfy Article III Section 2 of the Plan. If the Commission approves the bylaws in the subdivision petition, then the Neighborhood Council listed in the subdivision petition shall be deemed a certified Neighborhood Council within the City of Los Angeles. The five stakeholders listed in the subdivision petition shall be authorized to work with the Department and make decisions regarding the initial election or selection of the newly certified Neighborhood Council's governing board. The Neighborhood Council or Neighborhood Councils being subdivided are not required to recertify and continue to remain certified after approval by the Commission of the bylaws.

(e) **Regulations** The Department is authorized to promulgate any further procedure, rule or regulation necessary for the administration of the subdivision process contained in this section, including but not limited to, conducting the election for subdivision, initial election for the subdivided Neighborhood Council's governing board, eligibility for voting at any election, and placing limitations the number of subdivision petitions processed during any calendar year.

Sec. 2 The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles, one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East, and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records

Thereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of SEP. 27 2016

HOLLY L. WOLCOTT, City Clerk

By

Deputy

Approved

Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

DARREN R. MARTINEZ
Deputy City Attorney

Date

File No

DECLARATION OF POSTING ORDINANCE

I, JUAN VERANO, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

Ordinance No 184526 – Adding Section 22.819 to the Los Angeles Administrative Code establishing a procedure for stakeholders to create a certified Neighborhood Council within the boundaries of one or more existing certified Neighborhood Councils – a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on September 27, 2016 and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, on September 30, 2016 I posted a true copy of said ordinance at each of the three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Copies of said ordinance were posted conspicuously beginning on September 30, 2016 and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 30th day of September 2016 at Los Angeles, California.

Juan Verano, Deputy City Clerk

Ordinance Effective Date November 9, 2016

Council File No. 12-1681

EXHIBIT “B”

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE June 23, 2015

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT) Neighborhood Empowerment

CONTACT PERSON: Grayce Liu

PHONE: 213-978-1551

CONTRACT NO. _____

COUNCIL FILE NO. _____

ADOPTED BY COUNCIL: _____

DATE

APPROVED BY BPW: _____

DATE

NEW CONTRACT _____
AMENDMENT NO. _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____

CONTRACTOR NAME Everyone Counts Inc

TERM OF CONTRACT: June 23, 2015 THROUGH June 23, 2018

TOTAL AMOUNT: Not to exceed \$900,000

PURPOSE OF CONTRACT

Online voting and registration for 2016 Neighborhood Council elections

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PRINT

PROFESSIONAL SERVICES CONTRACT

Contractor: EVERYONE COUNTS, INC

Title: Online Voting System and Candidate/Voter Registration

Said Agreement is Number 11 _____ of City Contracts

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ATTACHMENTS

Exhibit A	Everyone Counts, Inc. – Scope of Work
Exhibit B	Everyone Counts, Inc.- Contract Detail
Exhibit C	Everyone Counts, Inc. Contract Detail – Alternative Options
Exhibit D	Citywide Website Development and Publication Policy
Exhibit E	Citywide Web Content Policy
Exhibit F	Standard Provisions For City Contracts

CONTRACT NUMBER OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
EVERYONE COUNTS, INC.

THIS CONTRACT is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "CITY"), acting by and through its Department of Neighborhood Empowerment and the Office of the City Clerk (hereinafter referred to as the "DEPARTMENTS") and EVERYONE COUNTS, INC. located at 4435 Eastgate Mall, Suite 100, San Diego, CA 92121, (hereinafter referred to as the "CONTRACTOR")

WITNESSETH

WHEREAS, the DEPARTMENTS have been mandated by the City Charter and other enabling documents to implement and oversee various CITY ordinances, procedures and regulations related to the Citywide System of Neighborhood Councils, including the provision of operational support to the Neighborhood Councils; and

WHEREAS, the goals and objectives of the Neighborhood Council system are to: promote public participation in CITY governance and decision-making processes so that government is more responsive to local needs and requests and so that more opportunities are created to build partnerships with government to address local needs and requests; promote and facilitate communication, interaction, and opportunities for collaboration among all Neighborhood Councils regarding their common and disparate concerns; facilitate the delivery of CITY services and CITY government responses to Neighborhood Councils' problems and requests for assistance by helping Neighborhood Councils to both identify and prioritize their needs and to effectively communicate those needs; ensure equal opportunity to form neighborhood councils and participate in the government decision making and problem solving process; create an environment in which all people can organize and propose their own Neighborhood Councils so that they develop from the grassroots of the community; foster a sense of community for all people to express ideas and opinions about their neighborhoods and their government; and

WHEREAS, the Mayor and City Council appointed the Neighborhood Council Review Commission (NCRC) to evaluate and make recommendations to the Citywide System of Neighborhood Councils and recommendation number 69 of the NCRC's final report dated September 25, 2007, entitled "The Neighborhood Council System: Past, Present, & Future" pertains to the DEPARTMENTS preparing a menu of frequently needed services and to identify vendors who can provide these services to Neighborhood Councils; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractor than by CITY employees; and

WHEREAS, pursuant to Los Angeles City Charter Section 371, the DEPARTMENTS issued a Request for Proposals ("RFP") on September 19, 2014, to competitively solicit proposals; and

WHEREAS, from among the proposals received, the DEPARTMENTS have determined that the CONTRACTOR'S offer is advantageous to the Neighborhood Councils and the DEPARTMENTS; and

WHEREAS, the CONTRACTOR has represented that it has the requisite personnel, experience and resources to provide the Services required by the DEPARTMENTS and the CONTRACTOR desires to provide the Services; and

WHEREAS, the provision of an Online Voting System and Candidate/Voter Registration to the Neighborhood Councils and the DEPARTMENTS is most efficiently handled through a contractual arrangement between the DEPARTMENTS and the CONTRACTOR; and

WHEREAS, the DEPARTMENTS and the CONTRACTOR have also agreed to items listed in Section 203 - Scope of Work of this Agreement and Exhibit A titled "Everyone Counts, Inc. - Scope of Work", and

WHEREAS, the DEPARTMENTS and the CONTRACTOR have also agreed to both Exhibit B titled "Everyone Counts, Inc. - Contract Detail" and Exhibit C titled "Everyone Counts, Inc. EmpowerLA Contract Detail - Alternative Options"; and

WHEREAS, the CITY and the CONTRACTOR are desirous of executing this Contract as authorized by the City Council and the Mayor which authorizes the General Managers of the Department of Neighborhood Empowerment and the Office of the City Clerk to prepare and execute the Contract.

NOW, THEREFORE, the CITY and the CONTRACTOR agree as follows.

INTRODUCTION

§101. Parties to the Contract

The parties to this Contract

- A. The Department of Neighborhood Empowerment of the City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, 20th Floor, Suite 2005, Los Angeles, California 90012
- B. The Office of the City Clerk of the City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, 3rd Floor, Room 360, Los Angeles, CA 90012
- C. The Contractor, known as Everyone Counts, Inc. having its principal office located at 4435 Eastgate Mall, Suite 100, San Diego, CA 92121.

§102 Representatives of the Parties and Service of Notice

- A. The representatives of the respective parties who are authorized to administer this Contract and to whom formal notices, demands and communications shall be given are as follows

- 1. The representative of the CITY shall be, unless otherwise stated in the Contract:

Crayce Liu, General Manager
Department of Neighborhood Empowerment
City of Los Angeles
200 North Spring Street, 20th Floor
Suite 2005
Los Angeles, CA 90012

Greg Allison, Executive Officer
Office of the City Clerk
City of Los Angeles
200 North Spring Street, 3rd Floor
Room 360
Los Angeles, CA 90012

With copies to

Armando Ruiz, Funding Director
Department of Neighborhood Empowerment
City of Los Angeles
14410 Sylvan Street, Suite 401
Los Angeles, CA 90012

- 2. The representative of the CONTRACTOR shall be

Rick Forry, Controller
Everyone Counts, Inc

4435 Eastgate Mall, Suite 100
San Diego, CA 92121

Shelley Furse, Regional Sales Director
Everyone Counts, Inc
4435 Eastgate Mall, Suite 100
San Diego, CA 92121

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change

§103. Independent Contractor

- A The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. No employee of the CONTRACTOR has been, is or shall be an employee of the CITY by virtue of this Contract, and the CONTRACTOR shall so inform each employee organization and each employee who is hired or retained under this Contract. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY

II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Contract shall commence on date of City Clerk attestation and end 5 years from date of City Clerk attestation unless terminated as provided elsewhere in this Contract or extended by written amendment to this Contract

Within 30 days upon date of City Clerk attestation, the DEPARTMENTS will meet (First Progress Meeting) with CONTRACTOR and the DEPARTMENTS will select one of the options expressed in Exhibit B and Exhibit C, attached hereto

Upon close of business (5:00 p.m.), on or before September 1, 2015 CONTRACTOR will meet with DEPARTMENTS for DEPARTMENTS to determine if CONTRACTOR can complete the Option selected by DEPARTMENTS at First

Progress Meeting with CONTRACTOR. If DEPARTMENTS determine in the DEPARTMENTS discretion that CONTRACTOR is unable to complete the CITY'S selected Option at the First Progress Meeting with CONTRACTOR then the DEPARTMENTS may immediately terminate this contract by providing written notice.

This Contract is contingent upon Los Angeles City Council approval and transfer of Funds to DEPARTMENTS. If funds are not approved or transferred by the Los Angeles City Council, then this contract is immediately terminated.

§202. Purpose of the Contract

The purpose of this Contract is to provide an Online Voting System and Candidate/Voter Registration for the Neighborhood Councils (NCs) and the Department of Neighborhood Empowerment and the Office of the City Clerk (DEPARTMENTS).

§203. Scope of Services

The proposed scope of work required for an Online Voting System and Candidate/Voter Registration will include, but are not limited to the following and as listed on the Exhibit A which is attached to this agreement and incorporated herein.

NC Online Voting System Requirements:

1. CONTRACTOR shall provide an online voting system that is available for access by voters during the voting period of the NC Elections. The system shall be available twenty-four (24) hours per day, seven (7) days per week from the opening day through the scheduled closing day.
2. CONTRACTOR'S Online Voting System shall handle the registration and processing of votes for all eligible voters in the NC system. There are 96 certified NC's with an estimated 1,800 board seats and eligible voters include any person who lives, works or owns real property in the neighborhood and also any person that declares a stake as a community interest stakeholder. A Community Interest Stakeholder is any person who affirms a substantial and ongoing participation within the NC boundaries and who may be in the community organization such as, but not limited to educational, non-profit and/or religious organizations. Thus, the same individual may be eligible to vote in numerous NC's elections.

3. CONTRACTOR'S fee for services are contained in Exhibit B and Exhibit C herein attached. This process along with a final schedule shall be determined after the contract is awarded.
4. CONTRACTOR'S Online Voting System shall accommodate the 96 different NCs' balloting systems and capable of ranking votes for an instant run off.
5. CONTRACTOR'S Online Voting System shall be capable of handling all voters accessing their ballots simultaneously.
6. DEPARTMENTS shall provide to CONTRACTOR voting instructions in English and translated files in Spanish, Korean, Tagalog, Armenian, Farsi, Thai, Vietnamese, Russian, Chinese and Japanese as necessary.
7. CONTRACTOR shall provide online ballots through a secure web interface in English and other languages that may be required. EmpowerLA will provide translated files for languages other than English to CONTRACTOR.
8. CONTRACTOR shall provide the ability for: individuals to vote in multiple NC elections, Candidates to run in multiple NC elections, and Candidates to run for multiple seats on an NC board.
9. CONTRACTOR'S system shall generate unique individual passcodes using a mix of capital (upper case) letters and numbers up to a maximum of six (6) characters.
10. CONTRACTOR shall prepare and transmit to DEPARTMENTS a secured electronic file to include all the passcodes and mailing address of the corresponding voter.
11. CONTRACTOR shall provide measures to ensure software programs are secured from hacking or other compromises.
12. CONTRACTOR shall provide security measures in the system to verify the voter's identification information.
13. CONTRACTOR shall provide system's security to ensure that the automated system is not accessing the website created for the election process.
14. CONTRACTOR shall provide system's testing and verifications process that will include backup and recovery procedures.

15. CONTRACTOR shall provide documented audit trail of the voting process verifying ballots were cast during the voting period
16. CONTRACTOR shall ensure the housing of the hardware in their facility and/or other sites is secured
17. CONTRACTOR shall electronically submit to DEPARTMENTS daily reports of successful ballot submissions during the voting period
18. CONTRACTOR shall electronically transmit to DEPARTMENTS the tabulation of votes following the close of the voting period. The results shall list each election race with the candidate with the highest number of votes first and the rest of the candidates in descending order
19. CONTRACTOR shall record, tabulate and report the voting submission used by voters submission methods (online or telephone) to the DEPARTMENTS after the voting period ends
20. CONTRACTOR'S system delivers election results via a generated report. CONTRACTOR's system shall allow a minimum of three (3) authorized CITY personnel to be designated to receive election results reports
21. CONTRACTOR shall work with CITY to certify the system and oversee the election process
22. CONTRACTOR shall provide at least one (1) personnel representing the company who will act as CONTRACTOR'S liaison between DEPARTMENTS and CONTRACTOR in addition to the technical support team during the voting period
23. CONTRACTOR shall provide knowledgeable personnel to assist in the operation, training, testing and troubleshooting of the system during the voting period
24. CONTRACTOR'S system will not require special software of the voter to use the online voting system
25. CONTRACTOR'S system shall be compatible with all Internet browsers, smart phones, tablets and other digital devices that have Internet access
26. CONTRACTOR shall provide and maintain a "backup" system

27. CONTRACTOR shall provide server hardware to support the voting system during development, testing and production. CONTRACTOR shall provide redundant, centralized, secured servers for the elections, as well as firewalls and hardened security methods.
28. CONTRACTOR shall provide detailed measures to ensure how the housing of the hardware in their non-governmental facility and/or other sites will be secured to ensure the accuracy of the votes.
29. CONTRACTOR'S equipment shall be capable to handle the elections.
30. CONTRACTOR shall provide the description of the software program to be used in meeting CITY's needs.

Voter Participation for Online Voting:

31. CONTRACTOR shall provide for online voting Voter Participation
 - a. A website for a voter to log in using a unique passcode.
 - b. A voter to view profile information about a candidate in the voter's NC or Region.
 - c. A voter presented with an online generated voter ballot. (Using data provided by DEPARTMENTS)
 - d. A voter able to cast an online vote when the voting period has officially opened. The voter will be able to cast their ballot from any computer or other equipment that has access to the internet.
 - e. If a voter makes a mistake when voting, the system shall allow the voter to correct the choice, as long as the ballot is not submitted.

Once voter has made the applicable selections, the system shall allow the voter to review selections before submitting the vote. Voter will have cast a vote when they click on "Submit"
 - g. Voter shall be issued a receipt confirming that the ballot was cast and counted. The voter shall be able to print this receipt. Print function is supplied by Browser.
32. CONTRACTOR will provide continuous building improvements to the existing voter registration component during non-election years as requested by DEPARTMENTS to support the online voter registration system.

Online Candidate/Voter Registration:

33. CONTRACTOR shall make available the online candidate/voter registration system for access by candidates/voters during the registration period for the NC Elections. The system shall be available twenty-four (24) hours per day, seven (7) days per week from the opening day through the scheduled closing day.
34. CONTRACTOR'S online candidate registration system will allow the candidate to input the following information:
- a. Board name
 - b. Board position
 - c. Gender
 - d. Last name
 - e. First name
 - f. Middle initial
 - g. Residential address
 - h. If no street address, description of residence (optional)
 - i. Mailing address if different from residential address
 - j. Residential telephone number
 - k. Work telephone number
 - l. Email address
 - m. Ballot name (last first middle suffix) Note: no professional titles
 - n. The online candidate registration system will provide six (6) statements that the candidate will check signifying their agreement to each one
 - o. The online candidate registration form shall include an automated date submitted mark.
 - p. The candidate will be able to attach a 500 character profile statement
 - q. The candidate will be able to attach a photograph.
 - r. The candidate will be able to upload required documentation (up to three (3) candidate verification documents) proving candidate is eligible to run for the seat. This information must be verified by DEPARTMENTS prior to approving the candidate's profile to be posted

CONTRACTOR's online voter registration system will allow the voter to input the necessary information provided by the DEPARTMENTS for the voter to receive the correct NC ballot. Voters will be able to upload required documentation (up to three (3) voter verification documents) providing the voter is eligible to run for the seat. This information must be verified by DEPARTMENTS prior to approving the voter's eligibility to vote. In addition, the CONTRACTOR shall be able to load pre-registered voter lists from the DEPARTMENTS for the NC elections. CONTRACTOR shall provide information detailing their

system's testing and verification process including backup and recovery procedures

- 36 CONTRACTOR shall provide knowledgeable personnel to assist in the operation, training, testing and troubleshooting of the system
- 37 CONTRACTOR'S system will not require special software of the voter to use the online voting system
- 38 CONTRACTOR'S system shall be compatible with all Internet browsers, smart phones, tablets and other digital devices that have Internet access.
- 39 CONTRACTOR shall provide and maintain a "backup" system
- 40 CONTRACTOR shall provide server hardware to support the online registration system during development, testing and production. CONTRACTOR shall provide redundant, centralized, secured servers for the elections, as well as firewalls and hardened security methods
- 41 CONTRACTOR shall provide detailed measures to ensure how the housing of the hardware in their non-governmental facility and/or other sites will be secured to ensure the accuracy of the votes.
- 42 CONTRACTOR shall provide in-house quality control and assurance program that will be applied to services provided under this contract.
- 43 CONTRACTOR'S equipment shall be capable to handle the volume of candidate responses anticipated for this election. There are approximately 1,800 seats on CITY'S 96 Certified NCs.
- 44 CONTRACTOR shall electronically submit to DEPARTMENTS daily reports containing all candidate information in an Excel file during the candidate registration period
45. CONTRACTOR shall provide at least one (1) personnel representing the company who will act as CONTRACTOR'S liaison between DEPARTMENTS AND CONTRACTOR in addition to the technical support team during the candidate registration period.
- 46 CONTRACTOR'S system delivers election results via a generated report. CONTRACTOR'S system shall allow a minimum of three (3) authorized CITY personnel to be designated to receive election results reports
- 47 CONTRACTOR shall provide the description of the software program to be used in meeting CITY'S needs, if applicable.

Alternative Voting Method: Telephone Call-In

48. If the Telephone Call-In option is selected by the DEPARTMENTS, then CONTRACTOR shall provide a Telephone Call-In voting system
- a. CONTRACTOR shall provide a Telephone Call-In voting process for those voters unable to access the Internet or website
 - b. CONTRACTOR shall provide their plan and methodology to assist voters using a Telephone Call-In system.
 - c. CONTRACTOR shall integrate the Telephone Call-In voting process with the online system
 - d. CONTRACTOR shall ensure that the Telephone Call-In voting method allows the eligible voter the ability to only cast one (1) ballot per NC they are eligible to vote for
 - e. CONTRACTOR shall be responsible for all costs associated with implementation of the alternative method.
 - f. CONTRACTOR shall be responsible to record, maintain, tabulate and report the alternative method of votes being cast

Timeline and Project Tasks:

49. Once the contract is awarded and executed, CONTRACTOR and DEPARTMENTS will coordinate and create an estimated time frame for each of the Regions. There are currently 12 Regions (and approximately eight (8) NCs per Region) within the NC System that DEPARTMENTS will require an Online Voting System for. Completion of the entire project will be encompassing all 12 Regions. With the description of the tasks provided, CONTRACTOR and DEPARTMENTS after execution of contract, shall list the expected time frame to coordinate and put the program into operation for the online voting system and candidate/voter registration and alternative voting method - telephone call-in. Completion times for each of the 12 Regions portion of work, will be similar to the chart below

DESCRIPTION OF PROCESS TO BE FINALIZED	PROJECTED DATE
Candidate Registration Begins	11-22
Candidate Registration Ends - Deadline	12-1
Deadline for hard copy candidate registration forms	11-22
Data delivered to CONTRACTOR	11-22
Voter unique passcode with voter list delivered to CITY	11-22

Voter password mailed out by CITY / Website goes live

Voting begins

Voting ends

CONTRACTOR to deliver election results to CITY

Deadline to challenge results

The 96 Certified NC Elections may run concurrently or consecutively (by Region). This process along with a final schedule (based on the format above) shall be determined after the contract is awarded.

The CONTRACTOR shall provide a proposal that considers the cost for one election for all 96 NCs and also a proposal that considers the cost of conducting several elections over the course of several months (e.g. 12 different elections occurring over 4 months with groups of approximately 8 NC's in each election)

DEPARTMENTS Responsibilities:

50. a. DEPARTMENTS will furnish CONTRACTOR with any other required voter information.
- b. DEPARTMENTS shall be responsible for marketing information regarding usage of the program
- c. DEPARTMENTS shall provide auditors and observers as required to certify and oversee the Neighborhood Board Election process
- d. DEPARTMENT shall provide paper forms to candidates not using the online candidate registration system.

CONTRACTOR is required to comply with Citywide Website Design and Development Policy, per Exhibit D. CONTRACTOR is also required to comply with Citywide Web Content Policy, per Exhibit E. Additionally, the content on the eventual site must be Section 508 compliant and meet Web Content Accessibility Guidelines 2.0 success criteria levels A and AA outlined by the W3C.

PAYMENT

§301. Compensation and Method of Payment

The total maximum amount for the entire contract is not to exceed Nine Hundred Thousand Dollars (\$900,000) for the entire term of the contract. Compensation shall be based on the pricing schedule of services described in

§203. Exhibit B or Exhibit C, which is attached to this agreement and incorporated herein

§302 Payment Processing

The payment processing for this contract is contained within this section only

Upon this Contract becoming effective, the CONTRACTOR may submit monthly invoices, in triplicate, to the DEPARTMENTS on a monthly basis for payment of work that has been performed. The CONTRACTOR'S invoices shall be accompanied by a statement detailing the work completed. Each invoice shall specify the following: a) be submitted on the CONTRACTOR'S letterhead; b) description of work performed; c) dates of work performed; d) total amount due and payable e) Contract Number and, f) signature of CONTRACTOR'S authorized representative attesting that invoice submitted is true and accurate.

If DEPARTMENTS select Option 1 in Exhibit B, then the payments shall be according to the following schedule:

- Phase 1 Payments - Payment of submitted monthly invoices from date of City Clerk attestation through March 31, 2016 and not to exceed \$60,000 a month for a total of \$369,000.
- Phase 2 Payments – Payment of submitted monthly invoices from April 1, 2016 through June 30, 2016 and not to exceed a total of \$259,250
- Phase 3 Payments – Payment of submitted monthly invoices from July 1 2016 through the end of the contract term and not to exceed a total of \$221,000
- Additional services provided by the CONTRACTOR outside of the approved scope of work shall be invoiced separately. Payment will be withheld unless such work was first authorized by the DEPARTMENTS in writing.

If DEPARTMENTS select Option 2 in Exhibit C, then the payments shall be according to the following schedule.

- Phase 1 Payments - Payment of submitted monthly invoices within the first six (6) months from date of City Clerk attestation not to exceed \$60,000 a month or an annual total of \$276,000
- Phase 2 Payments - Payment of submitted monthly invoices after the first completed NC Election (Election Schedule TBD) and 60 days after the last completed NC and building improvements to the existing system by CONTRACTOR. Invoices not to exceed an annual total of \$276,000
- Additional services provided by the CONTRACTOR outside of the approved scope of work shall be invoiced separately. Payment will be withheld unless such work was first authorized by the DEPARTMENTS in writing

If DEPARTMENTS select Option 3 in Exhibit C, then the payments shall be according to the following schedule

- Phase 1 Payments - Payment of submitted monthly invoices within the first six (6) months from date of City Clerk attestation not to exceed \$60,000 a month or an annual total of \$276,000
- Phase 2 Payments - Payment of submitted monthly invoices after the first completed NC Election (Election Schedule TBD) and 60 days after the last completed NC and building improvements to the existing system by CONTRACTOR invoices not to exceed an annual total of \$276,000
- Additional services provided by the CONTRACTOR outside of the approved scope of work shall be invoiced separately. Payment will be withheld unless such work was first authorized by the DEPARTMENTS in writing.

REQUESTS FOR PAYMENTS must be submitted signed under PENALTY OF PERJURY by the CONTRACTOR'S representative designated in this Contract. The total amount of all submitted REQUESTS FOR PAYMENT will not exceed the amount specified in this Section.

Funds shall not be released electronically to CONTRACTOR from the DEPARTMENTS for work performed until the CITY has approved the work received and is satisfied with the documentation included in the invoice. Invoices and supporting document shall be prepared at the sole expense and responsibility of the CONTRACTOR invoices shall be paid in accordance with standard CITY payment processing methods

Invoices and any supporting documentation that is in arrears shall be submitted to:

Armando Ruiz, Funding Director
Department of Neighborhood Empowerment
City of Los Angeles
200 North Spring Street, 20th Floor
Suite 2005
Los Angeles CA 90012

Greg Allison, Executive Officer
Office of the City Clerk
City of Los Angeles
200 North Spring Street, 3rd Floor
Room 360
Los Angeles, CA 90012

IV

OWNERSHIP

§401 Ownership

- A CONTRACTOR acknowledges and agrees that all documents, reports analyses, studies, drawings, information or data (hereinafter collectively referred to as "Materials") originated and prepared by CONTRACTOR pursuant to the terms of this contract, are "Work Made For Hire" and shall become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective interests and rights in such property to the CITY for its use in any manner it deems appropriate.
- B All documents and records (hereinafter collectively referred to as Documents"), provided by CITY to CONTRACTOR shall remain the property of the CITY and shall be returned to the CITY upon termination of this Contract or at the request of the CITY
- C The provisions of Article IV survive termination of this Contract

V.

CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

§501 Confidentiality

- A. All Documents and information provided to the CONTRACTOR by the CITY are confidential. All Materials are to be considered confidential. CONTRACTOR agrees not to provide Documents and Materials, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity, except as authorized by the CITY or as required by law.
- B The provisions of Article V survive termination of this Contract

VI

STANDARD PROVISIONS FOR CITY CONTRACTS

§601 Incorporation of City's Standard Provisions for Professional Services Contract

- A Standard Provisions for City Contracts

The City's Standard Provisions for Professional Services Contracts (Revised March 2009) are incorporated herein by reference. A copy of said Provisions is attached hereto as Exhibit F and made a part hereof. CONTRACTOR agrees to fully comply with all requirements of this document.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the CONTRACTOR'S profession, doing the same or similar work, under the same or similar circumstances. CONTRACTOR must possess and maintain valid licenses and permits required to perform the services described herein.

C. Compliance with Statutes and Regulations

CONTRACTOR, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles, and City of Los Angeles. CONTRACTOR shall comply with any subsequent, new, amended, or revised laws, regulations, and procedures that may apply to the performance of this Contract.

D. Federal, State, and Local Taxes

Federal, State, and local taxes are the responsibility of the CONTRACTOR as an Independent Contractor and not as a CITY employee.

VII.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§701 Defaults

Should the CONTRACTOR fail for any reason to comply with the contractual obligations of this Contract within the time specified by this Contract, the CITY reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Contract;
- C. Suspend services in accordance with §702 of this Contract; or

D. Terminate the Contract

§702. Suspension

The CITY may suspend all or part of the services for failure by the CONTRACTOR to comply with the terms and conditions of this Contract by giving written notice, which shall be effective upon receipt

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within ten (10) working days the CONTRACTOR shall reply in writing setting forth the corrective actions which will be undertaken, subject to CITY approval in writing.
- C. Performance under this Contract shall be automatically suspended without any notice from the CITY as of the date the CONTRACTOR is not fully insured in compliance with the Standard Provisions for City Contracts PSC-24 Insurance. Performance shall not resume without the prior written approval of CITY

§703. Termination

- A. Either party to this Contract may terminate this Contract or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice
- B. All property, documents, data, studies, reports and records purchased or prepared by the CONTRACTOR under this Contract shall be retained or disposed of according to CITY policies and procedures
- C. In the event that the CONTRACTOR ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) CONTRACTOR shall provide to the CITY copies of all records relating to this Contract.
- D. Upon satisfactory completion of all termination activities, the CITY shall determine the total amount of compensation that shall be paid to the CONTRACTOR for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Contract
- E. The CITY may withhold any payments due to the CONTRACTOR until such time as the exact amount of any damages that may be due to the CITY from the CONTRACTOR is determined

- F The foregoing Subsections B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Contract.

§704. Notices of Suspension or Termination

In the event that this Contract is suspended or terminated, the CONTRACTOR shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Contract within five (5) working days of such suspension or termination.

§705. Amendments

Any change in the terms of this Contract, including changes in the services to be performed by the CONTRACTOR, and any increase or decrease in the amount of compensation which are agreed to by the CITY and the CONTRACTOR shall be incorporated into this Contract by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

VII

ENTIRE CONTRACT

§801. Complete Contract

This Contract contains the full and complete Contract between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Contract.

§802. Number of Pages and Attachments

This Contract is executed in three (3) originals, each of which is deemed to be an original. This Contract includes 22 pages and six (6) attachments (Exhibits A, B, C, D, E and F) which constitute the entire understanding and Contract of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives

For: **EVERYONE COUNTS, INC.**

For: **THE CITY OF LOS ANGELES**
Department of Neighborhood Empowerment

By
LORI STEELE

By
GRAYCE LIU

Title: CEO

Title: General Manager

Date _____

Date _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

Office of the City Clerk
By _____
GREG ALLISON

By _____
Deputy/Assistant City Attorney

Title: Executive Officer

Date _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

City Business Tax Registration Certificate
Number: CCR 11-5-00017

By _____
Deputy City Clerk

Said Contract is Number _____ of _____ Date _____
City Contracts

EXHIBIT "C"

THE
LAW OFFICE

August 18th, 2017

Ms. Grayce Liu, General Manager
Department of Neighborhood Empowerment
City of Los Angeles
200 North Spring Street, 20th Floor, Suite 2005
Los Angeles, CA 90012

Via email to Grayce.Liu@lacity.org and certified U.S. Mail

To: The Department of Neighborhood Empowerment

Re: Your Duty Preserve Evidence Pending Federal and State Civil Litigation
Concerning the Skid Row Neighborhood Council Election

Re: Your Honored Client's litigation relates the administration of the April 9th, 2017
Skid Row Neighborhood Council Election (the "Election") by the Los Angeles
Department of Neighborhood Empowerment (hereinafter, "DONE") and the
administration of Neighborhood Council elections generally

The Skid Row Neighborhood Council Formation Committee asserts that DONE
derogated its duties, outlined in Sec. 22.810.1 of the Los Angeles Administrative Code
and elsewhere, which include the duty to assist "all groups and stakeholders seeking
certification so they will have **equal opportunity** to form and develop Neighborhood
Councils."

DONE's derogation of its duties, over the course of ten years, ultimately
deprived the people of Skid Row of due process by suppressing their fundamental
right to vote. Acts by DONE to this end include acts taken in its exercise of control over
Neighborhood Council elections, including and in particular through its use of its
Election Procedures, Online Voting Systems and Independent Election Administrators
where DONE knew that by using the same, it could not and would not meet its duties.

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Specific acts by DONE include its promulgation and adoption of Election Procedures, its review of those procedures, its role in the administration of each Neighborhood Council election, whether the election was to form a new Council or install new Council members, and its failure to update those procedures, its use of Online Voting, its failure to fully investigate and remedy issues with the Online Voting System, and its failure to adequately direct and control the actions of its Independent Election Administrators.

Henceforward, these acts shall be known as the "Incidents."

Your Duty to Preserve Evidence

You must diligently act to identify and preserve all potentially relevant sources of information. This includes the duty to identify to instruct Everyone Counts, Inc. to preserve all evidence. Your duty further includes the duty to instruct key personnel, including data control personnel like those in charge of DONE employees and/or affiliates present during the Incident, to prevent the destruction or alteration of relevant evidence. Data control personnel must be instructed modify or suspend certain routine operations of their information systems, such as those that routinely destroy archived data, to preserve the information requested in its original state. The DONE employees and/or affiliates present should similarly be instructed to preserve any recordings or statements made in relation to the incident, whether or not on personal recording/communication device or computer. All versions of reports and / or statements maintained by DONE and / or its employees must also be retained.

Your failure to preserve all potentially relevant evidence may result in sanctions, attorney's fees and costs, the exclusion of withheld evidence, jury instructions permitting an adverse inference against you, in cases involving outrageous and/or intentional conduct, actual dismissal of the action.

Categories of Relevant Evidence

Election Information

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A CHAUNCEY FOSTER

1

- 1] Any information submitted by a voter or potential voter to your online platform for any election, including all voter logins and passwords;
- 2] Any other identifying information including IP addresses, click-through data, etc. related to any election;
- 3] Any information submitted by a voter or potential voter at a physical polling location, Pop-Up or otherwise related to any election;
- 4] Any other data, meta-data, or electronic information that identifies voters, *polling locations as they are attached to voters and their votes in any election*;
- 5] Any analysis of the above data, conducted by your Department, as to any election.

Electronic Transmissions

- 1] Any texts message, instant message, email, or other written electronic transmission between one or more DONE or Los Angeles City employees and/or affiliates, and/or a Neighborhood Council or collection of Neighborhood Councils, whether or not made using a device owned by said employee and/or affiliate, during or regarding the Incidents, including and in particular any transmission wherein the Skid Row Neighborhood Council was discussed;
- 2] Any other written electronic transmission made by any individual or entity about the Incidents or any portion of them within your possession, custody or control.

Other Written Evidence

- 1] Any report about the Incidents or any portion of them;
- 2] Any witness statements about the Incidents or any portion of them;
- 3] Any printouts, logs or ledgers reflecting the Incidents or any portion of them;

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- 4] Any photographs, charts or other drawing reflecting the Incidents or any portion of them;
- 5] Any reconstruction of the Incidents, or any portion of them.

Audio / Video Evidence

- 1] Audio and video recordings of any meeting between DONE, the Board of Neighborhood Commissioners, a panel of Neighborhood Councils and/or the City Council wherein Neighborhood Council election procedures were discussed.
- 2] Any other audio or video evidence made by any individual or entity about the Incidents or any portion of them within your possession, custody or control.

Other

- 1] Any report, analysis, synopsis or other summary that reflects the Incidents or any portion of them, including any investigation, communication or report made after and related to the Incidents;
- 2] All current and past agreements between the DONE and/or Everyone Counts, Inc. relating to Neighborhood Council Online Voting Systems;
- 3] All information owned by you but controlled by Everyone Counts, Inc. related to any election;
- 4] All current agreements between the Department and City of Los Angeles, DONE, and/or Everyone Counts, Inc. relating to Online Voting Systems, the maintenance and sharing of records, whether written, recorded or otherwise, and/or record requests pursuant to pending litigation;
- 5] All current documents containing Department rules, policies, procedures,

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Page 4

directives or agreements that might relate to the Incidents;

- 6) Documents containing Department rules, policies, procedures or directives or agreements related to the Company policies constitutional voting rights considerations;

Your failure to preserve all potentially relevant evidence may result in sanctions, attorney's fees and costs, the exclusion of withheld evidence, jury instructions permitting an adverse inference against you, in cases involving outrageous and/or intentional conduct, actual findings against you.

Thank you in advance for your diligent and timely attention to these requests. If you have any questions, please do not hesitate to give me a call at (323) 686-8363.

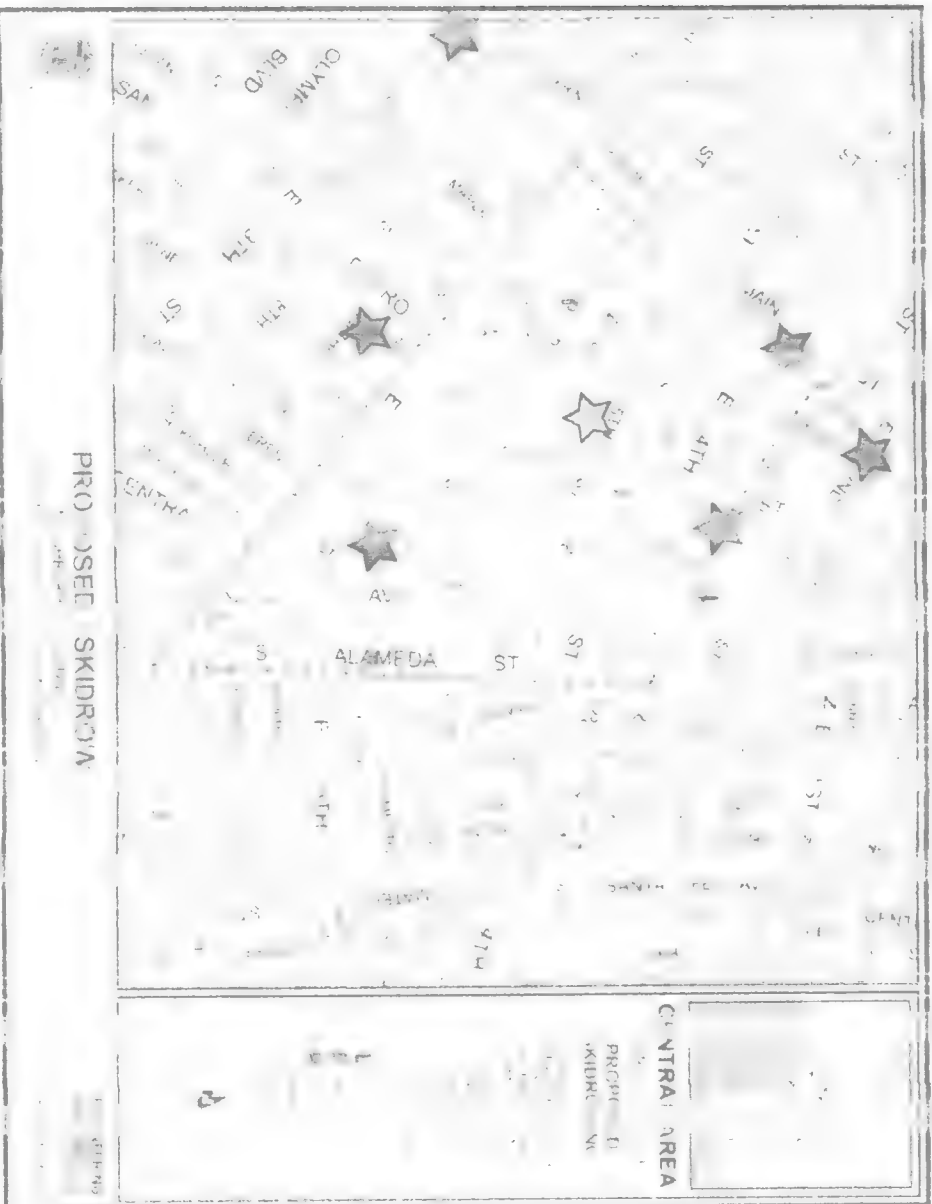
Sincerely,



Christine Challoner Esq.

EXHIBIT “D”

★ City Hall (had 6 separate PUP voting days)



There were 12 Pop-Up Polls (PUP) and 1 election day electronic voting option = 13 total

EXHIBIT "E"

MICHAEL N. FEUER, City Attorney (SBN 111111)
THOMAS R. PETERS, Chief Assistant City Attorney (SBN 163388),
A. PATRICIA URSEA, Deputy City Attorney (SBN 221637)
200 N. Main Street, City Hall East, Room 575

Telephone (213) 978-7569
Facsimile (213) 978-7011
Patricia.Ursea@lacity.org

CITY OF LOS ANGELES DEPARTMENT OF NEIGHBORHOOD EMPOWERMENT;
NEIGHBORHOOD COUNCIL REGIONAL GRIEVANCE PANEL; THE CITY COUNCIL

INFERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CASE NO. DS 176257

THE SKID ROW NEIGHBORHOOD
COUNCIL FORMATION COMMITTEE, an
unincorporated association; JEFF PAGE, an
individual; KATHERINE MCNENNY, an
individual; CHARLES PORTER, an
individual.

RESPONDENT CITY OF LOS
ANGELES'S RESPONSE TO
PETITIONER'S DEMAND FOR
PRODUCTION OF DOCUMENTS
(Set No. 1)

Petitioners,

vs

CITY OF LOS ANGELES DEPARTMENT
OF NEIGHBORHOOD EMPOWERMENT
NEIGHBORHOOD COUNCIL REGIONAL
GRIEVANCE PANEL; THE CITY
COUNCIL OF LOS ANGELES; and Does 1
through 50, inclusive.

Respondents.

PROPOUNDING PARTY

PETITIONER THE SKID ROW NEIGHBORHOOD
COUNCIL FORMATION COMMITTEE

RESPONDENT PARTY:

RESPONDENT CITY OF LOS ANGELES

SET NO.

ONE

calls made, which is not tracked or maintained by Respondent, and that is not reasonably
accessible without undue burden and expense. Respondent further objects that the burden
of obtaining information about phone calls made by any DONE employee during a 12-
month period significantly outweighs any potential probative value of such information.
Respondent further objects that the request infringes on the right to privacy.

Without waiving and subject to these objections, Respondent responds that, after a
diligent search and inquiry, no documents responsive to this request exist in Respondent's
possession, custody, or control.

DEMAND FOR PRODUCTION NO. 8:

List all names of all people who successfully cast a vote in the 2017 Skid Row
Subdivision election. List should also include their name, email address, street address
and/or any other identifying information that DONE has about each voter, including the
date the vote was cast.

RESPONSE TO DEMAND FOR PRODUCTION NO. 8:

Respondent objects that the request seeks information that has no relevance to the
claims or defenses in this action. Respondent further objects that the term "successfully
cast a vote" is vague and ambiguous. Respondent further objects that the burden of
obtaining the requested information significantly outweighs any potential probative value
of such information. Respondent further objects that the request infringes on the right to
privacy.

Without waiving and subject to these objections, Respondent responds that after a
diligent search and inquiry, no documents responsive to this request exist in Respondent's
possession, custody, or control.

DEMAND FOR PRODUCTION NO. 9:

List all names of all voters who were on the pre-verified voter database lists for the
2017 Skid Row Subdivision election whose email addresses and/or phone numbers were
altered in any way by a DONE employee sometime in 2017.


VERIFICATION

I, Stephen Box, declare:

I am a Public Information Officer with the Los Angeles Department of Neighborhood Empowerment. I assisted in the preparation of the **RESPONDENT CITY OF LOS ANGELES'S RESPONSE TO PETITIONER'S DEMAND FOR PRODUCTION OF DOCUMENTS** (Ser. No. 1) that were propounded by Petitioner The Skid Rown Neighborhood Council Formation Committee in Case Number RS 170257. Based upon information I have about the subject matter related to this action, I am informed and believe that the information contained in these responses is true and on that ground allege that the information is true.

I am an agent of the City of Los Angeles and am authorized to verify these responses.

I declare under penalty of perjury that the foregoing is true and correct
Executed this Verification on December 3, 2018 in Los Angeles, California.



Stephen Box

PROOF OF SERVICE

The Skid Row Neighborhood Council Formation Committee, et al. v.
City of Los Angeles, et al
Los Angeles Superior Court Case No. BS 170257

I am employed in the County of Los Angeles, State of California. I am over the age
18 and not a party to the within action. My business address is 200 No. Main Street, CHE,
Suite 675, Los Angeles, CA 90012.

On December 6, 2018, I served the foregoing document described as:
**VERIFICATION FOR RESPONDENT CITY OF LOS ANGELES'S DEMAND FOR
PRODUCTION OF DOCUMENTS (SET NO. 1)** on the interested parties in this action by
placing the true copies thereof enclosed in sealed envelope(s) addressed as follows:

Grant E. Beuchel, Esq.
Attorney at Law
420 S. San Pedro Street # 311
Los Angeles, CA 90013

☒ **BY MAIL** - I am readily familiar with the practice of the Los Angeles City Attorney's
Office for collection and processing of correspondence for mailing with the United
States Postal Service. In the ordinary course of business, correspondence is deposited
with the United States Postal Service the same day it is placed for collection and
mailing. On the date referenced above, I placed a true copy of the above documents
in a sealed envelope and placed it for collection in the proper place in our office at Lo
Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Dated: December 6, 2018


Irene M. Perez

EXHIBIT "F"

Grant E. Deucher
State Bar #113327

420 S. San Pedro Street #311
Los Angeles, California 90013
toll free 1-877-7765

December 19, 2018

Honorable E. Leo Delmonico & Counselors at Law
City Attorney Office
200 N. Main Street Ste 1240

Re: Skid Row Neighborhood Council-Formation Committee Vs. Various
Businesses and Businesses (Case #)
Petitioners' Proposed Responses

Dear Mr.

I am in receipt of your clients responses to Petitioners first set of requests for production dated November 27, 2018 and thank you for the same. This letter is intended to advise

you that we have included with this letter attachments 1 through 6 per our emails, some of which were not included in our original written request for production. You will find additional documents available at <https://www.courtrecords.com>

Finally, please note that many of your clients original responses stipulated that they may not find records exist when Petitioners' agents have some records that would be responsive to the requests that they are making. In order to assist you in this regard, we have gone ahead and referenced certain documents below in an attempt to assist your clients in finding these records, but please understand that the references provided are in no way exhaustive and what is being provided is done solely as courtesy. All that being said, your clients' responses is as follows:

Request for Production #5

reference and note that although Respondents have agreed to perform a reasonable search of all non-privileged documents, to date Petitioners have not received any documents at all.

It's relevant to show that DONE pursued a "Vote No" agenda, and Petitioners already have a list of names of people who voted in the 2017 SRNC Subdivision election. Petitioners request that Respondents perform an "additional diligent search" and make further responses. Specifically, Petitioners are looking for the list of persons and their respective email addresses that DONE mailed a postcard either by email or snail mail.

Request for Production #7

"Pre-registered" refers to a system whereby DONE staff unilaterally takes the names, email addresses and other identifying information of persons who voted in previous elections and unilaterally adds them to the list of verified voters in the 2017 SRNC Subdivision election, even without the prior knowledge or approval of all the individuals involved. Please provide supplemental responses with this definition in mind and verify

Request for Production #8

Petitioners have received a list of names of persons who successfully cast a vote, matching the number DONE claims to have voted in the 2017 SRNC Subdivision election. DONE has already provided multiple excel spreadsheets merged PDF and xls but there is no way of knowing what exactly past lists contain, as several appear to be mislabeled, contain duplicate names, names of people who never voted and most importantly, when added up, do not match the number of voters DONE claimed voted. There is no way of knowing the date the person voted, where the person voted, how long was the vote in use. Respondents submit that no records exist at all is contrary to the records, albeit unintelligible records, which have already been produced. Petitioners demand a single coherent list in excel, of all persons who successfully cast a vote in the SRNC Subdivision election. This list should include their name, email address, street address and other identifying information.

this is one area of discovery where gamesmanship will certainly result in a motion to dismiss and sanctions. Petitioners suggest that Respondents provide supplemental responses in a coherent manner forthwith.

Request for Production #9

Petitioners have received a list of names of persons who successfully cast a vote in several registered voters email addresses in order to increase selected voter participation.

validated and retrieved from the data center - which Petitioners could do so was never done, despite the fact that DONT had this duplicative vote information available to them.

Petitioners were not aware of the person entered in the data center until it was known to DONT prior to the 2017 SRNC Subdivision election. Specifically, Petitioners want to know if this person participated in any way in the 2016 neighborhood council election cycle and if so, demand all evidence regarding the same.

Sincerely,

Grant Beuene
Attorney for Petitioners

EXHIBIT “G”

[Home](#)[Challenges](#) [Ch...](#)[More](#)

NEIGHBORHOOD COUNCIL ELECTION CHALLENGE

Please note that all information submitted in this challenge is considered public information.

All challenges must be received by the Department no later than five (5) calendar days after the election date. (Deadline is 5pm on the 5th calendar day)

If you require assistance with completing this form, please contact the EmpowerLA Elections Division at (818) 293-8683.

I hereby submit my challenge for the

Challenge Due Date

04-06-17

Neighborhood Council Election held on

04-06-17

☒ I affirm that I am a stakeholder in this Neighborhood Council who voted in the election and I have personal knowledge of the following challenge.

Name

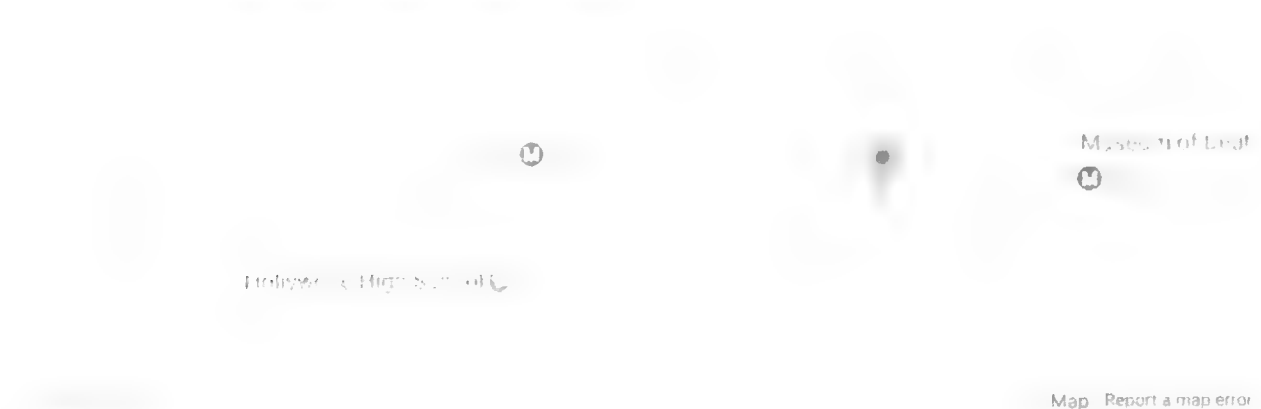
"General" Jeff Page

Business Name (if applicable)

General Jeff

Address

1926 North Wilcox Avenue #924 Hollywood, California 90028



Phone

(323) 445-0725

Email

jeff@jeffpage.com

Reason for Challenge

Electioneering by candidates

Please state the facts for your challenge. (max 500 words)

Voting YES for the Skid Row NC- Formation Committee establishes us as a candidate in the Skid Row NC Subdivision election. Therefore, voting NO also automatically establishes DLANC as a candidate. It's that simple- Will Skid Row stay with DLANC or will Skid Row stay with itself- those are the two choices in this subdivision election, again clearly making DLANC a candidate.

Subsequently, it is illegal for candidates to "take a side" in any outreach materials, which DLANC did through a "front organization" called Unite DTLA. Irrefutable evidence, both paperwork and video, unequivocally proves that Unite DTLA connects directly to a DLANC UR, thus connecting DLANC to everything Unite DTLA has done regarding this subdivision election.

As a candidate, DLANC should thereby be immediately disqualified, along with their voters, seeing that their illegal election propaganda was sent consistently at least four times a day possibly until three days prior to our subdivision election.

As the Chair of the Skid Row Neighborhood Council- Formation Committee, I offer the following pieces of evidence:

- 1) Evidence of the e-mail sent by Unite DTLA, which also connects to DLANC directly to Unite DTLA's illegal use of DLANC's mailing address.
- 2) Evidence of Unite DTLA outreach materials directly connected to a URL which encompasses DLANC and also refers to a "managed list" which thereby implies that said outreach materials were shared with others.
- 3) Evidence of online conversations including myself and a current DLANC Board member who publicly validates his knowledge of interactions connecting Unite DTLA and DLANC and further offers confirmation timestamps of the periodic distribution of said illegal outreach material.
- 4) Video evidence of the direct connection between DLANC and their "front organization" called Unite DTLA through outreach material distributed by Unite DTLA which connects directly to a URL that connects to DLANC, thus rendering DLANC directly involved with the distribution of position-taking outreach materials which is clearly stated as an illegal act by neighborhood council regulations.

Please state your desired remedy. (max 100 words)

DLANC, in its efforts to sway the Skid Row Neighborhood Council- Formation Committee's subdivision election, should be found guilty with a swift punishment of disqualifications as a candidate, disqualification of their entire database, and/or number equivalence, publicly reprimanded and also punished with funding penalties in order for DONE to set an example for all other NC's citywide of what will not be tolerated in any of its NC elections.

Witness Information

ALL of your witness information and witness statement needs to be included at this time. The Department will ONLY accept and review witness information included at time of submission. You may have up to three (3) witness statements. You can find the witness statement form [here](#).

Witness 1 Contact Information

First Name	Last Name		
Katherine	McNenny		
Email Address	Phone Number	Witness Statement	
katherine.trees@yahoo.com	(310) 941-3585	SRNC Witness Statement 1.pdf Revisions	

Witness 2 Contact Information

First Name	Last Name		
Charles	Porter		
Email Address	Phone Number	Witness Statement	
charlesp@socialmoder.com	(213) 440-4891	SRNC Witness Statement 2.pdf Revisions	

Witness 3 Contact Information

First Name	Last Name
------------	-----------

Email Address

Phone Number

Witness Statement

If no witness, please check this box

Attach all supporting documentation

Before submitting, please include ALL supporting documentation HERE. The Department will ONLY process and review materials included at time of submission.

Attachment 1

041016120
Evidence -
Challenge.mp4

Revisions

Attachment 2

041016120
Challenge.mp4

Revisions

Attachment 3

041016120
Challenge.mp4

Revisions

Signature

I affirm that I am a stakeholder in this Neighborhood Council who voted in the election and I have personal knowledge of the following challenge.

"General" Jeff Page

To submit, please click SAVE on the top right corner

Staff Response

Determination Status Date

Created today at 4:26 PM (PDT). Owned by [P. J. G. 12345](#).

[Home](#)[Challenges](#) [Ch...](#)[More](#)

NEIGHBORHOOD COUNCIL ELECTION CHALLENGE

Please note that all information submitted in this challenge is considered public information.

All challenges must be received by the Department no later than five (5) calendar days after the election date.
(Deadline is 5pm on the 5th calendar day)

If you require assistance with completing this form, please contact the EmpowerLA Elections Division at (818) 293-8683

I hereby submit my challenge for the

Challenge Due Date

Downtown LA

Neighborhood Council Election held on

04-06-17

☒ I affirm that I am a stakeholder in this Neighborhood Council who voted in the election and I have personal knowledge of the following challenge.

Name

General Jeff Page

Business Name (if applicable)

General Jeff

Address

1626 north Wilcox Avenue #924 Hollywood California 90028

Hollywood High School

[Map](#) [Report a map error](#)

Phone

(323) 445-0723

Email

issuesandsolutions@yahoo.com

Reason for Challenge

Inappropriate endorsements of candidate

Please state the facts for your challenge. (max 500 words)

Voting YES for the Skid Row NC- Formation Committee establishes us as a candidate in the Skid Row NC Subdivision election. Therefore, voting NO also automatically establishes DLANC as a candidate. It's that simple- Will Skid Row be with DLANC or will Skid Row be with itself- those are the two choices in this subdivision election, again clearly making DLANC a candidate.

Subsequently, it is illegal for candidates to "take a side" in any outreach materials, which DLANC did through a "front organization" called Unite DTLA. Irrefutable evidence, both paperwork and video, unequivocally proves that Unite DTLA connects directly to a DLANC URL, thus connecting DLANC to everything Unite DTLA has done regarding this subdivision election.

And because of that, DLANC is in violation of election fraud and inappropriate endorsement of itself as a candidate by publicly taking a position against the Skid Row Neighborhood Council.

Please state your desired remedy. (max 100 words)

DLANC, in its efforts to sway the Skid Row Neighborhood Council- Formation Committee's subdivision election, should be found guilty with a swift punishment of disqualification as a candidate, disqualification of their entire database (and/or number equivalency), publicly reprimanded and also punished with funding penalties in order for DONE to set an example for all other NC's citywide of what will not be tolerated in any of its NC elections.

Witness Information

ALL of your Witness information and Witness Statement needs to be included at this time. The Department will **ONLY** accept and review Witness information included at time of submission. You may have up to three (3) **Witness Statements**.

You can find the **Witness Statement form** [here](#).

Witness 1 Contact Information

First Name	Last Name		
Katherine	McNenny		
Email Address	Phone Number	Witness Statement	
kathemc@edgetownrehab.com	(310) 941-3566	SRNC Witness Statement 1.pdf	Revisions

Witness 2 Contact Information

First Name	Last Name		
Charles	Porter		
Email Address	Phone Number	Witness Statement	
charlesp@socialmodel.com	(213) 440-4891	SRNC Witness Statement 2.pdf	Revisions

Witness 3 Contact Information

First Name	Last Name		
Email Address	Phone Number	Witness Statement	

If no witness, please check this box

Attach all supporting documentation

Before submitting, please include ALL supporting documentation HERE. The Department will ONLY process and review materials included at time of submission.

Attachment 1

SRNC Video Evidence
challenge.mp4

Attachment 2

Revisions SEmpowerLA117041015300.pdf Revisions

Attachment 3

Signature

I affirm that I am a stakeholder in this Neighborhood Council who voted in the election and I have personal knowledge of the following challenge.

"General" Jeff Page

To submit, please click SAVE on the top right corner

Staff Response

Determination	Status	Date

Created today at 4:15 PM (PDT). Owned by [Elaine Rodriguez](#).

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NEIGHBORHOOD COUNCIL ELECTION CHALLENGE

Please note that all information submitted in this challenge is considered public information.

All challenges must be received by the Department no later than five (5) calendar days after the election date. (Deadline is 5pm on the 5th calendar day)

If you require assistance with completing this form, please contact the EmpowerLA Elections Division at (310) 255-8888.

I hereby submit my challenge for the

Challenge Due Date

Downtown LA

Neighborhood Council Election held on

04-06-17

I affirm that I am a stakeholder in this Neighborhood Council who voted in the election and I have personal knowledge of the following challenge.

Name

"General" Jeff Page

Business Name (if applicable)

General Jeff

Address

1626 Wilcox Avenue #924 Los Angeles California 90026



Hollywood Boulevard

Map Results Search

Phone

(323) 445-0723

Email

issuesandsolutions@yahoo.com

Reason for Challenge

Campaign Material Issues

Please state the facts for your challenge. (max 500 words)

Voting YES for the Skid Row NC- Formation Committee establishes us as a candidate in the Skid Row NC Subdivision election. Therefore, voting NO also automatically establishes DLANC as a candidate. It's that simple- Will Skid Row stay with DLANC or will Skid Row stay with itself- those are the two choices in this subdivision election, again clearly making DLANC a candidate.

Subsequently, it is illegal for candidates to "take a side" in any outreach materials, which DLANC did through a "front organization" called Unite DTLA. Irrefutable evidence, both paperwork and video, unequivocally proves that Unite DTLA connects directly to a DLANC UR, thus connecting DLANC to everything Unite DTLA has done regarding this subdivision election.

As a candidate, DLANC should thereby be immediately disqualified, along with their voters, seeing that their illegal election propaganda was sent consistently at least four times a day possibly until three days prior to our subdivision election.

As the Chair of the Skid Row Neighborhood Council- Formation Committee, I offer the following pieces of evidence.

- 1) Evidence of the e-mail sent by Unite DTLA, which also connects to DLANC directly to Unite DTLA's illegal use of DLANC's mailing address.
- 2) Evidence of Unite DTLA outreach materials directly connected to a URL which encompasses DLANC and also infers to a "managed list" which thereby implies that said outreach materials were shared with others.
- 3) Evidence of online conversations including myself and a current DLANC Board member who publicly validates his knowledge of interactions connecting Unite DTLA and DLANC and further offers confirmation timestamps of the periodic distribution of said illegal outreach material.
- 4) Video evidence of the direct connection between DLANC and their "front organization" called Unite DTLA through outreach material distributed by Unite DTLA which connects directly to a URL that connects to DLANC, thus rendering DLANC directly involved with the distribution of position-taking outreach materials which is clearly stated as an illegal act by neighborhood council regulations.

Please state your desired remedy. (max 100 words)

DLANC, in it's efforts to sway the Skid Row Neighborhood Council- Formation Committee's subdivision election, should be found guilty with a swift punishment of disqualifications as a candidate, disqualification of their entire database (and/or number equivalency), publicly reprimanded and also punished with funding penalties in order for DONE to set an example for all NC's citywide of what will not be tolerated in any of it's NC elections.

Witness Information

ALL of your Witness information and Witness Statement needs to be included at this time. The Department will ONLY accept and review Witness information included at time of submission. You may have up to three (3) Witness Statements. You can find the Witness Statement form [here](#).

Witness 1 Contact Information

First Name	Last Name	
Kathenne	McNenny	
Email Address	Phone Number	Witness Statement
kathenne.trees@yahoo.com	(310) 941-3585	SRNC Witness Statement 1.pdf Revisions

Witness 2 Contact Information

First Name	Last Name	
Charles	Porter	
Email Address	Phone Number	Witness Statement
charlespr@socialmodel.com	(213) 440-4891	SRNC Witness Statement 2.pdf Revisions

Witness 3 Contact Information

First Name	Last Name

Email Address

Phone Number

Witness Statement

If no witness, please check this box

Attach all supporting documentation

Before submitting, please include ALL supporting documentation HERE. The Department will ONLY process and review materials included at time of submission.

Attachment 1

Attachment 2

Attachment 3

[SRNC Video
Evidence -
Challenge.mp4](#)

[Revisions](#)[SEmpowerLA117041015270.pdf](#)[Revisions](#)[SEmpowerLA117041015300.pdf](#)[Revisions](#)

Signature

I affirm that I am a stakeholder in this Neighborhood Council who voted in the election and I have personal knowledge of the following challenge.

"General" Jeff Page

To submit, please click **SAVE** on the top right corner

Staff Response

Determination Status Date

Created today at 3:51 PM (PDT). Owned by [Anonymous](#).

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of
6 eighteen (18) years and not a party to the within action; my business address is: 420 S. San Pedro
Street #311 Los Angeles, California 90013

7 On March 17, 2019, I served the following described as: **MOTION TO COMPEL**
8 **PRODUCTION OF DOCUMENTS AND/OR FOR ALTERNATE REMEDIES DUE TO**
9 **DEFENDANTS FAILURE TO PRESERVE EVIDENCE**

10 By placing a true and correct copy of the same in an envelope addressed as follows:

11 Patricia Ursea Business & Complex Litigation
12 City Attorney Office
13 200 N. Main Street Ste 1240
14 Los Angeles, CA 90012-4134

15 ☒ (MAIL) I am readily familiar with the firm's practice of collection and processing
16 correspondence by overnight mailing. Under that practice it would be deposited with U.S.
17 postal service on that same day with postage fully prepaid at Los Angeles, California in the
ordinary course of business. I am aware that on motion of the party served, service is
presumed invalid if postal cancellation date or postage meter date is more than one day
after date of deposit for mailing in affidavit.

18 ☐ (BY TELECOPY) I caused such document to be delivered by telecopy transmission to
the offices of the addressee.

19 ☐ (BY PERSONAL DELIVERY) I caused such envelope to be delivered by hand to the
20 offices of the addressee.

21 ☒ (STATE) I declare under penalty of perjury under the laws of the State of California
22 that the above is true and correct.

23 ☐ (FEDERAL) I declare that I am employed in the offices of a member of this Court at
24 whose direction the service was made.

25 Executed on March 17, 2019, at Los Angeles, California.

26 GRANT BEUCHEL

27 Attorney for Petitioners

28 **MOTION TO COMPEL PRODUCTION OF DOCUMENTS AND/OR FOR ALTERNATIVE REMEDIES**
DUE TO DEFENDANTS FAILURE TO PRESERVE EVIDENCE.

F

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and/or
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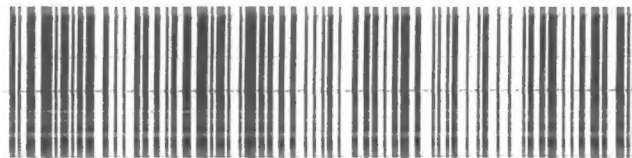
Los Angeles Closeout
Warehouse
420 S. San Pedro Street Apt 311
Los Angeles CA 90013

0023

C042

SHIP TO: Patricia Ursea Business & Complex Litigation
City Attorney Office
200 N. Main Street Ste 1240
Los Angeles CA 90012-4134

USPS TRACKING #



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